

CITY OF LINCOLN, NEBRASKA  
REAL ESTATE SALES AGREEMENT

This Agreement, made and entered into by and between **CYNTHIA OSTIGUIN**, a single person, hereinafter called "*Buyer*", whether one or more, and the **CITY OF LINCOLN, NEBRASKA**, a **municipal corporation**, hereinafter called "*Seller*".

WITNESSETH:

1. *Seller*, in consideration of **EIGHTY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, (\$86,500.00)**, to be paid upon the date of closing and completion of this sale, hereby agrees to sell and convey, and *Buyer* agrees to purchase the following described real estate including all fixtures and equipment permanently attached, to-wit:

The South 90 feet of Lot 12, Block 229, Original Plat of the City of  
Lincoln, Lancaster County, Nebraska, more commonly known as  
144 B Street, Lincoln, NE 68502

2. *Seller* shall order a title insurance commitment from Nebraska Title Company. *Seller* and *Buyer* shall split the cost of the title insurance policy. *Seller* agrees to furnish *Buyer* a written legal opinion showing defect, if any, in the title to said real estate no later than ten (10) days prior to the date of closing and completion of this sale, hereinafter provided.

3. *Buyer* agrees to pay at or prior to closing all taxes for all prior years and including 2013 and any special assessments or other taxes assessed against the above-described property before this Agreement is executed by both parties.

4. *Buyer* also agrees to pay 2014 real estate taxes and no proration will be given at closing.

5. *Seller* is selling said real estate/property "as is", and *Buyer* agrees to accept property in its current condition.

6. It is understood and agreed that this Agreement is conditioned upon *Seller* having a good, valid and merchantable title in fee simple to said real estate. *Seller* agrees to convey said real estate to *Buyer* by good and sufficient warranty deed, free and clear of all encumbrances, except as herein stated otherwise: \_\_\_\_\_.

7. It is understood and agreed that there may also be additional easement requirements that will be retained by *Seller* or that *Buyer* may be required to execute and convey to *Seller* on the date of close.

8. It is understood and agreed that rents, if any, are to be adjusted on and as of the date of closing and completion of this sale. *Buyer* shall be responsible for all current and any unpaid utility bills including but not limited to water, sewer, electricity, gas and garbage. *Buyer* represents that no real estate commission is due or owing to any cooperating agents or builder for procurement of the Agreement.

9. It is understood and agreed that *Buyer* shall in no manner be bound by the terms and conditions of this Agreement until the sale has been properly executed as provided by the City of Lincoln, Nebraska. Title to said real estate shall be taken in the name of the Cynthia Ostiguin, a single person.

10. *Buyer* and *Seller* agree to close and complete this sale in accordance herewith on or before the 31st day of March, 2014.

IN WITNESS WHEREOF, *Buyer* and *Seller* have caused these presents to be executed as of the dates below indicated.

Executed by *Buyer* this 30<sup>th</sup> day of JANUARY, 2014.

Cynthia Ostiguin  
Cynthia Ostiguin

Executed by *Seller* this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

\_\_\_\_\_  
City Clerk

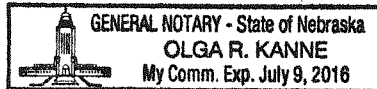
By: \_\_\_\_\_  
Chris Beutler  
Mayor of Lincoln

STATE OF NEBRASKA                    )  
COUNTY OF LANCASTER            ) ss:

On JANUARY 30<sup>th</sup>, 2014, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Cynthia Ostiguin**, to me known to be the identical person(s), whose name(s) is (are) affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(S E A L)



\_\_\_\_\_  
Notary Public

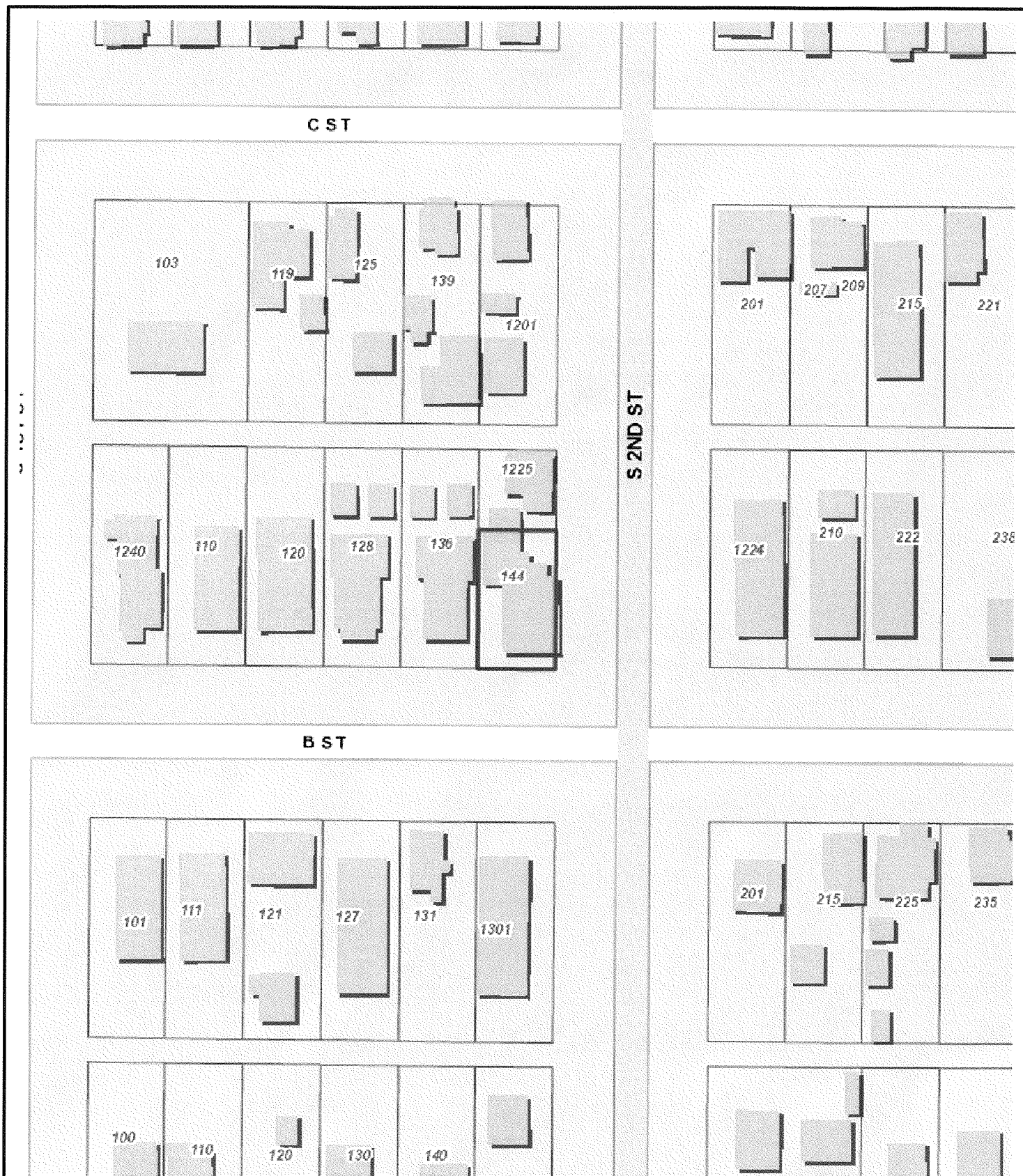
STATE OF NEBRASKA                    )  
COUNTY OF LANCASTER            ) ss:

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Chris Beutler**, known to me to be the Mayor of **City of Lincoln, Nebraska, a municipal corporation**, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

\_\_\_\_\_  
Notary Public



## Lancaster County/City of Lincoln GIS Map

144 B Street



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DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email [ags@lincoln.ne.gov](mailto:ags@lincoln.ne.gov) and you will be directed to the appropriate department.